



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Chris Wallace, 797-1050

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE FIRM OF GOVERNMENT SERVICES GROUP, INC., A SUBSIDIARY OF NABORS, GIBLIN & NICKERSON, P.A., TO PERFORM SERVICES RELATING TO THE FIRE RESCUE ASSESSMENT FOR FISCAL YEAR 2001.

REPORT IN BRIEF:

This resolution will authorize the Town of Davie to use Government Services Group, Inc., a subsidiary of Nabors, Giblin & Nickerson, P.A., for work related to the annual fire rescue assessment. The Town has used this firm before for this work. They have performed and successfully defended their work product in this county. The Council has previously asked that this information be updated. Since the original work, the Town has greatly expanded its EMS efforts. We do not believe bidding out this work will be a benefit to the Town. This firm plays a crucial role in the annual fire rescue assessment process, including but not limited to:

- evaluate data related to fire rescue services
- determine full cost of fire services
- determine total revenue requirements
- update the apportionment methodology
- calculate proforma schedule of rates
- prepare assessment memorandum
- prepare legal documents
- assist in implementation procedures

PREVIOUS ACTIONS:

The Town Council has approved the use of this firm for this work each year since the assessment first began in 1996. Council has asked that the methodology be updated from time to time to make sure the fee is fair and adequate. It has been 3 years since the methodology was studied and the Town has significantly changed as it provides this service. The contract also provides for recurring assessment preparations and billing preparation by the firm.

CONCURRENCES:

not applicable

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost \$21,000

Account Name: Fire/EMS Assessment

Additional Comments: not applicable

RECOMMENDATION(S):

Motion to approve the resolution.

Attachment(s):

Resolution
Agreement

Item No.

MEMORANDUM

DEPARTMENT OF BUDGET AND FINANCE

TO: Mayor and Town Council
Robert Middaugh, Town Administrator

FROM: Christopher Wallace, Budget and Finance Director

DATE: April 14, 2000

SUBJECT: Fire Rescue Assessment Study and Billing

The accompanying resolution, once adopted, will allow the Town to update its Fire Rescue Non Ad Valorem Special Assessments on improved properties within the Town. It will also continue to provide the legal documents necessary for adoption of the fee and to also provide for billing services in connection with the fee.

Since the Town first implemented the fee, we have used these firms. It is also time for the Town to study the data for fire rescue calls for service since we have greatly expanded our EMS capabilities. In part, this study will allocate the costs of providing fire rescue services to the properties that benefit from the availability of such a service. It will bring the cost allocation up to date with these recent changes. Council has previously asked that we look at this in context of revenue support.

We recommend the continuation of the use of these services for the next 3 years. The Town has the right to cancel at any time and we will not have paid any more for early cancellation.

Should you need further information, please feel free to contact me.

Item No.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING THE FIRM OF GOVERNMENT SERVICES GROUP, INC., A SUBSIDIARY OF NABORS, GIBLIN & NICKERSON, P.A., TO PERFORM SERVICES RELATING TO THE FIRE RESCUE ASSESSMENT FOR FISCAL YEAR 2001.

WHEREAS, the Town is in need of a firm to acquire the information necessary to implement the annual fire rescue assessment for Fiscal Year 2001; and

WHEREAS, the Code of the Town of Davie exempts professional services from formal bidding; and

WHEREAS, the Town has worked extensively with Government Services Group, Inc. and Nabors, Giblin & Nickerson, P.A. on previous annual fire rescue assessments and has been pleased with the results; and

WHEREAS, the Town Council wishes to approve the firm of Government Services Group, Inc., a subsidiary of Nabors, Giblin & Nickerson, P.A., to provide services to the Town as they relate to the annual fire rescue assessment for a term of three years.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby approves the firm of Government Services Group, Inc., a subsidiary of Nabors, Giblin & Nickerson, P.A., to provide services as they relate to the annual fire rescue assessment and authorizes expenditures from the appropriate accounts.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this ____ day of _____, 1999, by and between the Town of Davie, a municipal corporation of the State of Florida (the "Town"), and Government Services Group, Inc. ("GSG"), a Florida corporation; and Nabors, Giblin & Nickerson, P.A. ("NG&N"), a Florida corporation. (GSG and NG&N are also collectively referred to herein as the "Assessment Professionals").

WITNESSETH

WHEREAS, the Town Council of the Town of Davie has imposed special assessments to fund fire rescue services and facilities within the Town for Fiscal Years 1996-97 through 1999-2000; and

WHEREAS, the Town intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (the "Fire Rescue Assessment Project"); and

WHEREAS, the Assessment Professionals are well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the Town in accomplishing the Fire Rescue Assessment Project for Fiscal Years 2000-01 through 2002-03; and

WHEREAS, the Assessment Professionals shall furnish specialized professional services directly to Town staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. Recitals. The recitals and all statements contained therein are hereby incorporated into and made a part of this Agreement.

2. Services to be Performed by the Assessment Professionals. The Assessment Professionals shall, in conjunction with the general direction of the office of the Town Manager, Town Attorney or their representative designees, provide the professional services described in the Scope of Services attached hereto as Appendix A in order to assist the Town in the continuing imposition of the Fire Rescue Assessment Project.

3. Term of the Agreement and Time Requirements. This Agreement shall become effective upon the signature by the duly authorized representative of the Town and the Assessment Professionals for imposing the Fiscal Year 2000-01 Fire Rescue Assessment, and shall remain in effect for 3 years, or until completion of the objective of this Agreement which is to annually impose a recurring annual fire rescue assessment to be collected using the tax bill in November of each year. The Assessment Professionals shall promptly begin and diligently provide the professional

services contemplated herein generally in accordance with the Project Schedule attached hereto as Appendix B so that the Town may annually achieve its objective. Accordingly, time is of the essence of this Agreement.

In the event of termination prior to the annual completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Assessment Professionals for Services rendered, provided that the termination is not due to a default on the part of the Assessment Professionals. The Town, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Assessment Professionals are notified of termination then being due and payable. In the event the Town terminates this Agreement for any reason other than default by the Assessment Professionals prior to certification of the annual assessment roll and the Town continues to proceed with a fire rescue assessment, the Town shall provide a written general release to the Assessment Professionals, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

4. Schedule of Fees. For services to be provided hereunder by the Assessment Professionals, the Assessment Professionals shall work under a lump sum professional fee arrangement described in the Scope of Services in Appendix A on the percent completed basis described in the Project Schedule in Appendix B.

The lump sum fee includes all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery

services, and travel expenses. Any travel expenses shall be in accordance with Section 112.061, Florida Statutes. The lump sum fee does not include the costs of producing, stuffing and mailing the statutorily required first class notices or information obtained from the Property Appraiser, or like public official, which shall be considered a Fire Rescue Assessment Project cost. Mailing and production costs average 0.80 per parcel. The Assessment Professionals shall seek prior approval from the Town for any costs exceeding such estimate. For ease of administration, any request for reimbursement will come via a single invoice, together with copies of appropriate back-up documentation, for both firms for a concurrent period.

5. Cooperation of the Town. It shall be the obligation of the Town to timely provide the Assessment Professionals with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment Project using the tax bill collection method.

The scope of services contemplated herein contemplates that each fiscal year the Town will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g. activities necessary to supplement incomplete data or correlate the incident reporting data used by the Town with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. **Documents.** All documents, computer, media, and other data developed by the Assessment Professionals in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the Town by the Assessment Professionals at any time upon request of the Town. When any work contemplated under this Agreement is completed or for any reason terminated prior to completion, all of the above data shall be timely reproduced and delivered to the Town upon written request.

7. **Termination.** The Town reserves the right to terminate this Agreement at any time, by written notice. In which event the Assessment Professionals shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date the Assessment Professionals is notified of termination.

8. **Default Provision.** In the event that the Assessment Professionals shall fail to comply with each and every term and condition of this Agreement or fails to perform any of the terms and conditions contained herein, then the Town, in addition to all other remedies available by law, at its sole option and upon written notice to the Assessment Professionals, may cancel and terminate this Agreement.

9. **Conflict of Interest.** The Assessment Professionals covenant that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the Town. The Assessment Professionals further covenant that, in the

performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of Assessment Professionals or their employees, must be disclosed in writing to Town. Also, the Assessment Professionals are aware of the conflict of interest laws of the State of Florida, and agree that they shall fully comply in all respects with the terms of said laws.

10. Award of Agreement. The Assessment Professionals warrant that they have not employed or retained any company or person to solicit or secure this Agreement, that they have not paid or agreed to pay any company or person any fee, Council, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

The Assessment Professionals also warrant that to the best of their knowledge and belief no office holder or employee of the Town is interested directly or indirectly in the profits or emoluments of this Agreement.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Assessment Professionals and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by Town and the Assessment Professionals. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

12. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

13. Insurance. The Assessment Professionals shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000 covering all liability arising out of the terms of this Agreement.

14. Nondiscrimination in Employment. The Assessment Professionals shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. The Assessment Professionals shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Assessment Professionals agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. Independent Contractor. The Assessment Professionals and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the Town; and shall not

attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the Town.

16. Non-Delegability. It is understood and agreed that the obligations undertaken by the Assessment Professionals pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the Town's prior written consent, which may be withheld at Town's sole discretion.

17. Best Efforts. The Assessment Professionals covenant and agree to use their best efforts to assist in accomplishing the Town's objectives. The use of special assessments are often emotionally and politically contentious and can be subject to challenge. The Assessment Professionals cannot provide any indemnification or guarantee relative to any challenge to the validity, fairness, or reasonableness of the fire rescue assessment. The Assessment Professionals' sole and exclusive obligation is to share their experience and provide their best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program; the Assessment Professionals cannot and will not act as a guarantor of results.

Errors or omissions in the development of any assessment roll will be addressed exclusively by developing remedies and procedures for the Town within any implementation documentation developed for or adopted by the Town. Reassessment or the development and reassessment of any remedy or cure resulting from an

administrative error or omission by the Consultant and the direct costs related thereto shall be provided by the Consultant at no additional charge to the Town.

18. Notices. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted (return receipt requested) or the date of actual receipt, whichever is earlier.

TOWN OF DAVIE:

Robert Middaugh
Town Administrator
6591 Orange Drive
Davie, Florida 33314
(954) 797-1087/fax

With copy to:

Barry S. Webber
Town Attorney
6591 Orange Drive
Davie, Florida 33314
(954) 797-1087/fax

ASSESSMENT PROFESSIONALS:

Robert E. Sheets
Chief Executive Officer
Government Services Group, Inc.
Suite 860, 315 S. Calhoun Street
Tallahassee, Florida 32301
(904) 224-7206/fax

Robert L. Nabors
Nabors, Giblin & Nickerson, P.A.
Suite 800, 315 S. Calhoun Street
Tallahassee, Florida 32301
(904) 224-4073/fax

19. Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. Miscellaneous Provisions.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal

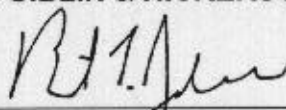
or otherwise unenforceable under the laws of the State of Florida or the Town of Davie, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials, executed this Agreement, the day and year first above set forth.

GOVERNMENT SERVICES GROUP, INC.

By: 
ROBERT E. SHEETS
Chief Executive Officer

NABORS, GIBLIN & NICKERSON, P.A.

By: 
ROBERT L. NABORS

TOWN OF DAVIE, a municipal
corporation of the State of Florida

By: _____
HARRY VENIS
Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM

Barry S. Webber, Town Attorney

APPENDIX A
ANNUAL FIRE RESCUE ASSESSMENT PROGRAM
SCOPE OF SERVICES

Specifically in Fiscal Year 2000-01, GSG and NG&N will perform the following tasks necessary to update the Town's existing non-ad valorem assessments to evaluate continued legal sufficiency:

Task 1: Evaluate data related to fire rescue services. Re-evaluate, and revise if necessary, the Town's existing legal documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.

Task 2: Determine full cost of fire services. The Town will identify the full cost of the fire rescue service delivery using the Town's most current financial information and identify service delivery issues which may affect the apportionment methodology. Identify the alternative sources of revenue to fund the service delivery costs and determine the net service delivery revenue requirements.

Task 3: Determine total revenue requirements. The Town will determine the total fire rescue assessment revenue requirements to ensure the Town recovers the costs of: (a) net fire rescue service delivery revenue requirements, (b) implementing the program and (c) collecting the assessments.

Task 4: Update the apportionment methodology. Using the ad valorem roll and existing assessment roll, updated fire rescue incident data and revenue requirements, revise the apportionment methodology and apply to the assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology, as necessary.

Task 5: Calculate proforma schedule of rates. Calculate proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 1999-2000 assessment program.

Task 6: Prepare Assessment Memorandum. Prepare and present an Assessment Memorandum which documents proposed modifications to apportionment methodology and proforma assessment rates.

Task 7: Prepare legal documents. Draft all legal documents to conform to the service assessment ordinance to impose the updated fire rescue assessment to implement the Town's policy decisions and proposed methodology.

Task 8: Assist in implementation procedures. Advise and assist with the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes including: a)

the development of the first class notice and its distribution to any affected property owners, if required, b) publication of the public hearing, c) development of a public information sheets, d) attendance at the public hearing, and e) the certification of the assessment roll to the Broward County Department of Revenue Collection.

Where practical, assist the Town in working with the Broward County Property Appraiser to use the Truth-In-Millage ("TRIM") notice as the vehicle to provide first class notice to property owners of fire rescue assessment rates.

After Fiscal Year 2000-01, GSG and NG&N will perform the following tasks necessary to annually update the Town's existing non-ad valorem assessments:

Task 1: Update the fire rescue assessment roll. Develop/update the fire rescue assessment roll each fiscal year for use in the recurring annual assessment program including the correlation of newly improved properties to the assessment roll.

Task 2: Determine revenue requirements. Advise the Town in determining the fire rescue assessment revenue requirements for the assessment program for each fiscal year.

Task 3: Calculate rates. Calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the assessment program for each fiscal year.

Task 4: Prepare legal documents. Draft implementing resolutions that conform to the fire rescue assessment ordinance.

Task 5: Assist in implementation procedures. Advise and assist with the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes including: a) the development of the first class notice and its distribution to any affected property owners, if required, b) publication of the public hearing, c) development of a public information sheets, d) attendance at the public hearing, and e) the certification of the assessment roll to the Broward County Department of Revenue Collection.

Where practical, assist the Town in working with the Broward County Property Appraiser to use the Truth-In-Millage ("TRIM") notice as the vehicle to provide first class notice to property owners of fire rescue assessment rates.

Fee and Costs

This scope of services and fee assumes that the Town will update the methodology during Fiscal Year 2000-01 and the proposed fee has been discounted in recognition of the Town's commitment to use our services for three more years. Accordingly, the Town has two payment options as follows:

Option One:

Fiscal Year 2000-01:	\$21,000 (one time fee of \$3,500 for update of methodology)
Fiscal Year 2001-02:	\$17,500
Fiscal Year 2002-03:	\$17,500

Option Two:

Fiscal Year 2000-01:	\$18,680 (fee of \$3,500 for update of methodology payable in three years)
Fiscal Year 2001-02:	\$18,660
Fiscal Year 2002-03:	\$18,660

The lump sum will be due and payable each year under the following schedules under a percent complete basis. The lump sum fee includes expenses related to actual costs associated with photocopies, long distance telephone charges, overnight delivery services and any travel expenses. The annual lump sum fee for professional services includes a total of four on-site visits by representatives of GSG and NG&N. Meetings in excess of those contemplated (together with any actual costs associated therewith) may be arranged at our standard hourly rates.

Special Note:

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices, which will depend on the number of assessable parcels of property within the Town. Mailing and production costs average approximately \$.80 per parcel, with 50% of that amount due and payable at the time of the adoption of the initial assessment resolution, with the remainder being due upon issuance of the notices.

Additional Services

GSG and NG&N are dedicated to governmental problem solving. Our practices and business are purposely limited to assisting governments in a myriad of ways. GSG and NG&N possess the ability to work effectively with local government staff and officials to provide specialized assistance in developing innovative and efficient solutions for government. Accordingly, on an hourly or negotiated fee basis, either or both GSG and NG&N shall be available to provide additional services to the Town on finance, revenue or other local governmental matters.

APPENDIX B

ANNUAL FIRE RESCUE ASSESSMENT PROGRAM CRITICAL EVENTS SCHEDULE FISCAL YEAR 2000-01

EVENT	SCHEDULE	PAYMENT
Notice to Proceed	December 1999	
Update Apportionment Methodology (FY 2000-01 only)	January – May 2000	
Assessment Memorandum With Proforma Rates (FY 2000-01 only)	May – June 2000	50% of total lump sum fee
Update prior Fiscal Year Assessment Roll	June-July 2000	
Town Determines Net Revenue Requirements	June - July 2000	
Calculate/Confirm Annual Assessment Rates	June - July 2000	
Preliminary Rate Resolution	June- July 200	30% of total lump sum fee
First Class Notices	June – August 2000	
Published Notice	June-August 2000	
Annual Rate Resolution	July-August 2000	10% of total lump sum fee
Certify upcoming Fiscal Year Assessment Roll	by September 15, 2000	10% of total lump sum fee

**ANNUAL FIRE RESCUE ASSESSMENT PROGRAM
CRITICAL EVENTS SCHEDULE
FISCAL YEAR 2001-02 AND 2002-03**

EVENT	SCHEDULE	PAYMENT
Notice to Proceed	March	
Update prior Fiscal Year Assessment Roll	June-July	
Town Determines Net Revenue Requirements	June - July	
Calculate/Confirm Annual Assessment Rates	June - July	
Preliminary Rate Resolution	June- July	70% of total lump sum fee
First Class Notices	June - August	
Published Notice	June-August	
Annual Rate Resolution	July-August	20% of total lump sum fee
Certify upcoming Fiscal Year Assessment Roll	by September 15	10% of total lump sum fee

NABORS, GIBLIN & NICKERSON, P.A.
ATTORNEYS AT LAW
SUITE 800
318 SOUTH CALHOUN STREET
TALLAHASSEE, FLORIDA 32301

BRIAN P. ARMSTRONG
LYNNE F. BACHRACH
SARAH M. BLEAKLEY
WARREN S. BLOOM
HARRY F. CHILES
MAUREEN MCCARTHY DAUGHTON
VIRGINIA SAUNDERS DELEGAL
L. THOMAS GIBLIN
ERIK P. KIMBALL
CHARLES R. MAXWELL II
HEATHER J. MELOM
STEVEN E. MILLER
MARK T. MUSTIAN
ROBERT L. NABORS
GEORGE H. NICKERSON, JR.
GREGORY T. STEWART
JOHN R. STOKES
CHRISTOPHER M. TRABER
WILLIAM D. TYLER
MICHAEL L. WATKINS
JEAN E. WILSON

TELEPHONE (850) 224-4070
TELECOPY (850) 224-4073

THE POINTE, SUITE 1080
2802 ROCKY POINT DRIVE
TAMPA, FLORIDA 33607
(813) 281-2888
TELECOPY (813) 281-0129

SIGNATURE PLAZA, SUITE 1080
201 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32801
(407) 428-7595
TELECOPY (407) 428-8022

WILLIAM J. ROBERTS
OF COUNSEL

April 3, 2000

Christopher Wallace
Director of Finance
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

Re: Broward County Representation

Dear Mr. Wallace:

This is written to notify you that Nabors, Giblin & Nickerson, P.A. ("NG&N") has entered into an Agreement with Broward County to identify funding alternatives for the Broward County Fire Rescue Division. The objective of this study is to identify in detail new or changed services and new or changed funding sources that would result in improved fire rescue operations and enhanced funding sources. Attached is a copy of the Project Tasks that describe the scope of the study.

As you know, Government Services Group, Inc. ("GSG"), is affiliated with and partially owned by Stockholders of NG&N. A portion of the evaluation and analysis performed by NG&N in the Broward County alternative funding analysis will be subcontracted to GSG.

The County is aware of the continuing relationship of NG&N and GSG with the Town of Davie in the structure and implementation of your fire rescue assessment program. The Agreement between Broward County and NG&N for the alternative revenue analysis contains the following express acknowledgment of this relationship:

Christopher Wallace
Director of Finance
April 3, 2000
Page 2

It is recognized by the parties hereto that CONSULTANT has represented, both in the past and currently, a number of municipalities, within Broward County on issues related to fire and fire rescue services and funding. Accordingly, the parties hereto specifically acknowledge that CONSULTANT owes a continuing duty of loyalty and confidence to the following municipalities:

Fort Lauderdale, Hollywood, Davie, Dania, Dania Beach, Margate, Tamarac, North Lauderdale, Pompano Beach, Sunrise, Pembroke Pines, Lauderhill, and Miramar.

At the same time, CONSULTANT owes a duty of loyalty and confidence to the County under the Agreement.

CONSULTANT is not currently aware of any conflicts of interest among the County and the municipalities listed above as related to fire and fire rescue services and funding. To avoid any perception of conflict, the County agrees that CONSULTANT shall notify all those municipalities identified above in writing as to the nature of and services required under this Agreement immediately upon approval of this Agreement. Additionally, the CONSULTANT shall use its best efforts to avoid any conflicts of interest among the County and the affected municipalities as a result of this Agreement.

Because of our past and continuing relationship with the Town, it is also important that the Town understand the role of both NG&N and GSG in the performance of this alternative revenue study for Broward County.

We look forward to our continued representation of the Town of Davie and are confident that our assistance to Broward County would not result in any conflict with this representation and will facilitate the identification of alternative fire rescue funding sources.

Christopher Wallace
Director of Finance
April 3, 2000
Page 3

If you have any questions, please feel free to call me or Camille Gianatasio of GSG at any time.

Very truly yours,


Virginia Saunders Delegal


Camille S. Gianatasio, Vice President
Government Services Group, Inc.

VSD/CSG/adg

Attachment

cc: Barry S. Webber
City Attorney

Edward Dion
Broward County Attorney

EXHIBIT A

PROJECT TASKS

- Task 1: Evaluate existing ordinances, legal documentation, agreements, prior reports and funding sources relating to the provision of fire rescue services by Broward County.
- Task 2: Conduct a survey of current fire/rescue funding sources used by municipalities and current fire/rescue methods of service delivery by municipalities in Broward County.
- Task 3: Prepare an inventory of potential home rule revenue sources of funding options. Include a brief description of sources, method of implementation, and time frame for implementation.
- Task 4: Prepare an inventory of potential revenue sources that may require State legislative authorization for implementation. Include a brief description of sources, method of implementation, and time frame for implementation.
- Task 5: Based upon the information gathered in Tasks 1 through 4, prepare: (1) a matrix of revenue sources and funding options; and (2) a matrix of governance options for the delivery of fire rescue services
- Task 6: Review Task 5 results with designated County staff, to provide input, respond to questions and clarifications, and make modification where necessary.
- Task 7: Prepare a preliminary written analysis of fire rescue service delivery, current funding sources, and potential funding sources. Such analysis would include: (1) a profile of the current provision of fire rescue services by Broward County and municipalities within the County, including the current funding sources used; (2) a matrix of alternative funding sources capable of implementation by home rule and potential revenue sources that require authorization by the State; (3) a matrix of potential governance options for the delivery of fire rescue services within Broward County.
- Task 8: Based upon review of preliminary draft by County, a finalized written analysis report will be prepared.